UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

Motion Acquisition Corp.
(Name of Issuer)

Class A Common Stock, par value $0.001 per share
(Title of Class of Securities)

61980M 107
(CUSIP Number)

Motion Acquisition, LLC
c/o Motion Acquisition Corp.
c/o Graubard Miller
405 Lexington Avenue, 11th Floor
New York, NY 10174
(212) 818-8800
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 24, 2021
(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

1.	NAMES OF REPORTING PERSONS Motion Acquisition, LLC		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) ☐ (b) ☐		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (see instructions) WC		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 2,875,000 (1) (2)	
	8.	SHARED VOTING POWER 0	
	9.	SOLE DISPOSITIVE POWER 2,875,000 (1) (2)	
	10.	SHARED DISPOSITIVE POWER 0	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,875,000 (1) (2)		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) ☐		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.0% (3)		
14.	TYPE OF REPORTING PERSON (see instructions) OO		

(1) Represents shares owned directly by Motion Acquisition LLC, a ten percent owner of the Issuer, and indirectly by its managing members, James Travers, the Issuer's Chairman, Michael Burdiek, the Issuer's Chief Executive Officer and a director, Richard Vitelle, the Issuer's Chief Financial Officer and Secretary, and Garo Sarkissian, the Issuer's Executive Vice President of Corporate Development. Each of Messrs. Travers, Burdiek, Vitelle, and Sarkissian disclaims beneficial ownership of the securities held by Motion Acquisition LLC, except to the extent of his pecuniary interest therein.

(2) Represents 2,875,000 shares of the Issuer's Class A common stock. Excludes 2,533,333 shares of the Issuer's Class A common stock issuable upon exercise of warrants which will not become exercisable within 60 days.

(3) Based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021.

1.	NAMES OF REPORTING PERSONS James Travers		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) ☐ (b) ☐		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (see instructions) AF		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0	
	8.	SHARED VOTING POWER 2,875,000 (1) (2)	
	9.	SOLE DISPOSITIVE POWER 0	
	10.	SHARED DISPOSITIVE POWER 2,875,000 (1) (2)	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,875,000 (1) (2)		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) ☐		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.0% (3)		
14.	TYPE OF REPORTING PERSON (see instructions) IN, HC		

(1) Represents shares owned directly by Motion Acquisition LLC, a ten percent owner of the Issuer, and indirectly by its managing members, James Travers, the Issuer's Chairman, Michael Burdiek, the Issuer's Chief Executive Officer and a director, Richard Vitelle, the Issuer's Chief Financial Officer and Secretary, and Garo Sarkissian, the Issuer's Executive Vice President of Corporate Development. Each of Messrs. Travers, Burdiek, Vitelle, and Sarkissian disclaims beneficial ownership of the securities held by Motion Acquisition LLC, except to the extent of his pecuniary interest therein.

(2) Represents 2,875,000 shares of the Issuer's Class A common stock. Excludes 2,533,333 shares of the Issuer's Class A common stock issuable upon exercise of warrants which will not become exercisable within 60 days.

(3) Based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021.

1.	NAMES OF REPORTING PERSONS Michael Burdiek		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) ☐ (b) ☐		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (see instructions) AF		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0	
	8.	SHARED VOTING POWER 2,875,000 (1) (2)	
	9.	SOLE DISPOSITIVE POWER 0	
	10.	SHARED DISPOSITIVE POWER 2,875,000 (1) (2)	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,875,000 (1) (2)		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) ☐		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.0% (3)		
14.	TYPE OF REPORTING PERSON (see instructions) IN, HC		

(1) Represents shares owned directly by Motion Acquisition LLC, a ten percent owner of the Issuer, and indirectly by its managing members, James Travers, the Issuer's Chairman, Michael Burdiek, the Issuer's Chief Executive Officer and a director, Richard Vitelle, the Issuer's Chief Financial Officer and Secretary, and Garo Sarkissian, the Issuer's Executive Vice President of Corporate Development. Each of Messrs. Travers, Burdiek, Vitelle, and Sarkissian disclaims beneficial ownership of the securities held by Motion Acquisition LLC, except to the extent of his pecuniary interest therein.

(2) Represents 2,875,000 shares of the Issuer's Class A common stock. Excludes 2,533,333 shares of the Issuer's Class A common stock issuable upon exercise of warrants which will not become exercisable within 60 days.

(3) Based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021.

1.	NAMES OF REPORTING PERSONS Richard Vitelle		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) ☐ (b) ☐		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (see instructions) AF		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0	
	8.	SHARED VOTING POWER 2,875,000 (1) (2)	
	9.	SOLE DISPOSITIVE POWER 0	
	10.	SHARED DISPOSITIVE POWER 2,875,000 (1) (2)	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,875,000 (1) (2)		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) ☐		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.0% (3)		
14.	TYPE OF REPORTING PERSON (see instructions) IN, HC		

(1) Represents shares owned directly by Motion Acquisition LLC, a ten percent owner of the Issuer, and indirectly by its managing members, James Travers, the Issuer's Chairman, Michael Burdiek, the Issuer's Chief Executive Officer and a director, Richard Vitelle, the Issuer's Chief Financial Officer and Secretary, and Garo Sarkissian, the Issuer's Executive Vice President of Corporate Development. Each of Messrs. Travers, Burdiek, Vitelle, and Sarkissian disclaims beneficial ownership of the securities held by Motion Acquisition LLC, except to the extent of his pecuniary interest therein.

(2) Represents 2,875,000 shares of the Issuer's Class A common stock. Excludes 2,533,333 shares of the Issuer's Class A common stock issuable upon exercise of warrants which will not become exercisable within 60 days.

(3) Based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021.

1.	NAMES OF REPORTING PERSONS Garo Sarkissian		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) ☐ (b) ☐		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (see instructions) AF		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0	
	8.	SHARED VOTING POWER 2,875,000 (1) (2)	
	9.	SOLE DISPOSITIVE POWER 0	
	10.	SHARED DISPOSITIVE POWER 2,875,000 (1) (2)	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,875,000 (1) (2)		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) ☐		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.0% (3)		
14.	TYPE OF REPORTING PERSON (see instructions) IN		

(1) Represents shares owned directly by Motion Acquisition LLC, a ten percent owner of the Issuer, and indirectly by its managing members, James Travers, the Issuer's Chairman, Michael Burdiek, the Issuer's Chief Executive Officer and a director, Richard Vitelle, the Issuer's Chief Financial Officer and Secretary, and Garo Sarkissian, the Issuer's Executive Vice President of Corporate Development. Each of Messrs. Travers, Burdiek, Vitelle, and Sarkissian disclaims beneficial ownership of the securities held by Motion Acquisition LLC, except to the extent of his pecuniary interest therein.

(2) Represents 2,875,000 shares of the Issuer's Class A common stock. Excludes 2,533,333 shares of the Issuer's Class A common stock issuable upon exercise of warrants which will not become exercisable within 60 days.

(3) Based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021.

SCHEDULE 13D

This Schedule 13D filed on behalf of Motion Acquisition, LLC, a Delaware limited liability company (the "Sponsor"), and each of the four managing members of the Sponsor, James Travers, Michael Burdiek, Richard Vitelle, and Garo Sarkissian (the "Managing Members" and together with the Sponsor the "Reporting Persons"), with respect to the Class A common stock, par value $0.0001 per share ("Class A Common Stock"), of Motion Acquisition Corp. (the "Issuer").

Item 1. Security and Issuer

Security: Class A Common Stock

Issuer: Motion Acquisition Corp.
c/o Graubard Miller
405 Lexington Avenue, 11th Floor
New York, NY 10174

Item 2. Identity and Background

(a) This statement is filed by:

(i) the Sponsor, which is the holder of record of 20.0% of the issued and outstanding shares of Class A Common Stock;
(ii) James Travers, the chairman of the board of directors of the Issuer and a Managing Member of the Sponsor;
(iii) Michael Burdiek, the Chief Executive Officer and a member of the board of directors of the Issuer, and a Managing Member of the Sponsor;
(iv) Richard Vitelle, the Chief Financial Officer of the Issuer and a Managing Member of the Sponsor; and
(v) Garo Sarkissian, the Executive Vice President of Corporate Development of the Issuer and a Managing Member of the Sponsor.

All disclosures herein with respect to any Reporting Person are made only by such Reporting Person. Any disclosures herein with respect to persons other than the Reporting Persons are made on information and belief after making inquiry to the appropriate party.

(b) The address of the principal business and principal office of each of the Reporting Persons is c/o Motion Acquisition Corp., c/o Graubard Miller, 405 Lexington Avenue, 11th Floor, New York, NY 10174.

(c) The Sponsor's principal business has been to act as the Issuer's sponsor in connection with its initial public offering and search for an initial business combination target. Mr. Travers's principal occupation is serving as a director of the Issuer. Mr. Burdiek's principal occupation is acting as the Chief Executive Officer and a director of the Issuer. Mr. Vitelle's principal occupation is acting as the Chief Financial Officer of the Issuer and as a financial consultant to companies including Dune Labs Inc. Mr. Sarkissian's principal occupation is serving as the Executive Vice President of Corporate Development of the Issuer and as Chief Executive Officer and founder of Dune Labs Inc.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons has, during the last five years, been a party to civil proceeding of a judicial administrative body of competent jurisdiction and, as a result of such proceeding, was, or is subject to, a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

(f) The Sponsor is a Delaware limited liability company. Each Managing Member is a US citizen.

Item 3. Source and Amount of Funds or Other Consideration

See Item 4 of this Schedule 13D, which information is incorporated herein by reference.

Item 4. Purpose of the Transaction

On August 12, 2020, Mr. Burdiek paid for certain offering costs for an aggregate price of $25,000 in exchange for the issuance to the Sponsor of 3,737,500 shares of the Issuer's Class B common stock, par value $0.0001 per share ("Class B Common Stock"), for an aggregate purchase price of $25,000 in connection with the Issuer's organization. The shares of Class B Common Stock represented, on an as-converted basis, 20.0% of the total shares of common stock expected to be outstanding following the Issuer's initial public offering, and a portion of such shares were subject to forfeiture to maintain the 20.0% beneficial ownership. On October 14, 2020, in connection with a reduction of the offering size of the initial public offering, the Sponsor surrendered an aggregate of 431,250 shares of Class B Common Stock to the Issuer for no consideration. On November 16, 2020, the underwriters of the Issuer's initial public offering advised the Issuer that they would not exercise their overallotment option, and, consequently, the Sponsor was required to forfeit an additional 431,250 shares of Class B Common Stock. As a result, following the Issuer's initial public offering, the Sponsor held an aggregate of 2,875,000 shares of Class B Common Stock, representing 20.0% of the issued and outstanding common stock of the Issuer.

On October 19, 2020, the Sponsor purchased an aggregate of 2,533,333 warrants of the Issuer simultaneously with the closing of the Issuer's initial public offering, at a price of $1.50 per warrant (for a total purchase price of $3.8 million) from the Issuer on a private placement basis (such warrants the "Private Warrants", the purchase agreement for the Private Warrants the "Subscription Agreement"), as more fully described in Item 6 of this Schedule 13D which information is incorporated herein by reference. Each Private Warrant may be exercised to purchase shares of Class A Common Stock at a purchase price of $11.50 per share beginning on the later of (x) 30 days after the completion of the Issuer's initial business combination or (y) October 19, 2021. The Private Warrants are non-redeemable by the Issuer and are exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees. The Private Warrants, and the shares of Class A Common Stock issuable upon the exercise of the Private Warrants, are not transferrable, assignable, or salable until 30 days after the completion of the Issuer's initial business combination.

In connection with the initial public offering, the Sponsor agreed not to transfer, assign, or sell any of the shares of Class B Common Stock (and the shares of Class A Common Stock issuable upon the conversion of the Class B Common Stock) until the earlier to occur of (A) one year after the completion of the Issuer's initial business combination and (B) subsequent to the Issuer's initial business combination, (x) the last reported sale price of the Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial business combination, or (y) the date on which the Issuer completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Issuer's stockholders having the right to exchange their shares of common stock for cash, securities or other property.

The shares of Class B Common Stock would automatically convert into shares of Class A Common Stock at the closing of the Issuer's initial business combination, or earlier at the option of the holder, on a one-for-one basis, subject to adjustment for stock splits, stock dividends, reorganizations, recapitalizations and the like. On August 24, 2021, the Sponsor elected to convert all 2,875,000 shares of Class B Common Stock owned by the Sponsor into an aggregate of 2,875,000 shares of Class A Common Stock pursuant to the terms of the Class B Common Stock.

The source of funds for the acquisitions described above was the working capital of the Sponsor. The securities owned by the Reporting Persons have been acquired for investment purposes. The Reporting Persons may acquire additional securities of the Issuer, and, subject to the agreements described below in Item 6, retain or sell all or a portion of the securities then held in the open market or in privately negotiated transactions. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake with respect to securities of the issuer may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

As directors and/or officers of the Issuer, each of Messrs. Travers, Burdiek, Vitelle, and Sarkissian may be involved in making material business decisions regarding the Issuer's policies and practices and may be involved in the consideration of various proposals considered by the Issuer's board of directors.

Other than as described above and in Item 6 of this Schedule 13D, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer

Motion Acquisition, LLC

(a) The Sponsor beneficially owns 2,875,000 shares of Class A Common Stock (not including 2,533,333 shares of Class A Common Stock issuable upon the exercise of Private Warrants, which are not exercisable within 60 days). Such number of shares represents an aggregate of 20.0% of the class of securities, based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021.

(b) The number of shares of Class A Common Stock as to which the Sponsor has:

(i) Sole power to vote or direct the vote: 2,875,000

(ii) Shared power to vote or direct the vote: 0

(iii) Sole power to dispose or direct the disposition: 2,875,000

(iv) Shared power to dispose or direct the disposition: 0

(c) Except as described in Item 6, during the past 60 days, the Sponsor has not effected any transactions in the Class A Common Stock.

(d) None.

(e) Not applicable.

James Travers

(a) Mr. Travers beneficially owns 2,875,000 shares of Class A Common Stock (not including 2,533,333 shares of Class A Common Stock issuable upon the exercise of Private Warrants, which are not exercisable within 60 days), which are all directly held by the Sponsor, of which Mr. Travers is a Managing Member. As a result, Mr. Travers has shared voting and investment power over the shares held by the Sponsor. Such number of shares represents an aggregate of 20.0% of the class of securities, based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021. Notwithstanding his dispositive and voting control over such shares, Mr. Travers disclaims beneficial ownership of the shares of Class A Common Stock held by the Sponsor, except to the extent of his proportionate pecuniary interest therein.

(b) The number of shares of Class A Common Stock as to which Mr. Travers has:

(i) Sole power to vote or direct the vote: 0

(ii) Shared power to vote or direct the vote: 2,875,000

(iii) Sole power to dispose or direct the disposition: 0

(iv) Shared power to dispose or direct the disposition: 2,875,000

(c) Except as described in Item 6, during the past 60 days, Mr. Travers has not effected any transactions in the Class A Common Stock.

(d) None.

(e) Not applicable.

Michael Burdiek

(a) Mr. Burdiek beneficially owns 2,875,000 shares of Class A Common Stock (not including 2,533,333 shares of Class A Common Stock issuable upon the exercise of Private Warrants, which are not exercisable within 60 days), which are all directly held by the Sponsor, of which Mr. Burdiek is a Managing Member. As a result, Mr. Burdiek has shared voting and investment power over the shares held by the Sponsor. Such number of shares represents an aggregate of 20.0% of the class of securities, based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021. Notwithstanding his dispositive and voting control over such shares, Mr. Burdiek disclaims beneficial ownership of the shares of Class A Common Stock held by the Sponsor, except to the extent of his proportionate pecuniary interest therein.

(b) The number of shares of Class A Common Stock as to which Mr. Burdiek has:

(i) Sole power to vote or direct the vote: 0

(ii) Shared power to vote or direct the vote: 2,875,000

(iii) Sole power to dispose or direct the disposition: 0

(iv) Shared power to dispose or direct the disposition: 2,875,000

(c) Except as described in Item 6, during the past 60 days, Mr. Burdiek has not effected any transactions in the Class A Common Stock.

(d) None.

(e) Not applicable.

Richard Vitelle

(a) Mr. Vitelle beneficially owns 2,875,000 shares of Class A Common Stock (not including 2,533,333 shares of Class A Common Stock issuable upon the exercise of Private Warrants, which are not exercisable within 60 days), which are all directly held by the Sponsor, of which Mr. Vitelle is a Managing Member. As a result, Mr. Vitelle has shared voting and investment power over the shares held by the Sponsor. Such number of shares represents an aggregate of 20.0% of the class of securities, based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021. Notwithstanding his dispositive and voting control over such shares, Mr. Vitelle disclaims beneficial ownership of the shares of Class A Common Stock held by the Sponsor, except to the extent of his proportionate pecuniary interest therein.

(b) The number of shares of Class A Common Stock as to which Mr. Vitelle has:

(i) Sole power to vote or direct the vote: 0

(ii) Shared power to vote or direct the vote: 2,875,000

(iii) Sole power to dispose or direct the disposition: 0

(iv) Shared power to dispose or direct the disposition: 2,875,000

(c) Except as described in Item 6, during the past 60 days, Mr. Vitelle has not effected any transactions in the Class A Common Stock.

(d) None.

(e) Not applicable.

Garo Sarkissian

(a) Mr. Sarkissian beneficially owns 2,875,000 shares of Class A Common Stock (not including 2,533,333 shares of Class A Common Stock issuable upon the exercise of Private Warrants, which are not exercisable within 60 days), which are all directly held by the Sponsor, of which Mr. Sarkissian is a Managing Member. As a result, Mr. Sarkissian has shared voting and investment power over the shares held by the Sponsor. Such number of shares represents an aggregate of 20.0% of the class of securities, based on 14,375,000 shares of the Issuer's common stock outstanding as of August 5, 2021, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, as filed with the SEC on August 11, 2021. Notwithstanding his dispositive and voting control over such shares, Mr. Sarkissian disclaims beneficial ownership of the shares of Class A Common Stock held by the Sponsor, except to the extent of his proportionate pecuniary interest therein.

(b) The number of shares of Class A Common Stock as to which Mr. Sarkissian has:

(i) Sole power to vote or direct the vote: 0

(ii) Shared power to vote or direct the vote: 2,875,000

(iii) Sole power to dispose or direct the disposition: 0

(iv) Shared power to dispose or direct the disposition: 2,875,000

(c) Except as described in Item 6, during the past 60 days, Mr. Sarkissian has not effected any transactions in the Class A Common Stock.

(d) None.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Class B Common Stock

On August 12, 2020, Mr. Burdiek paid for certain offering costs for an aggregate price of $25,000 in exchange for the issuance to the Sponsor of 3,737,500 shares of Class B Common Stock. On October 14, 2020, the Sponsor effected a surrender of 431,250 shares of Class B Common Shares to the Issuer for no consideration, resulting in a decrease in the total number of shares of Class B Common Stock outstanding from 3,737,500 to 3,306,250. Further, on November 16, 2020, the underwriter of the Issuer's initial public offering advised the Issuer that it would not exercise its over-allotment option and consequently the Sponsor forfeited an additional 431,250 shares of Class B Common Stock, resulting in a decrease in the total number of shares of Class B Common Stock outstanding from 3,306,250 to 2,875,000 such that the Class B Common Stock represent 20.0% of the issued and outstanding common stock after the initial public offering.

On August 24, 2021, the Sponsor elected to convert all 2,875,000 shares of Class B Common Stock owned by the Sponsor into an aggregate of 2,875,000 shares of Class A Common Stock pursuant to the terms of the Class B Common Stock.

Insider Letter Agreements

Pursuant to letter agreements (each, a "Letter Agreement") between the Issuer, Sponsor, and each executive officer and director of the Issuer (including Messrs. Travers, Burdiek, Vitelle, and Sarkissian), the Sponsor, directors and executive officers of the Issuer agreed to (i) waive their redemption rights with respect to all shares of Class B Common Stock and Class A Common Stock held by them; (ii) waive their rights to liquidating distributions from the trust account established at the time of the Issuer's initial public offering for the benefit of the Issuer's public stockholders ("Trust Account") with respect to their Class B Common Stock (and the Class A Common Stock issuable upon the conversion thereof) if the Issuer fails to complete a business combination by October 19, 2022, although they will be entitled to redemption or liquidating distributions from the Trust Account with respect to any other shares of Class A Common Stock they hold if the Issuer fails to complete a business combination within the prescribed time frame; (iii) vote any shares of Class A Common Stock and Class B Common Stock held by them in favor of any proposed business combination for which the Issuer seeks stockholder approval; and (iv) not to transfer or sell (subject to certain limited exceptions) (1) the shares of Class B Common Stock until the earlier of (A) one year after the completion of the Issuer's initial business combination or (B) subsequent to the Issuer's initial business combination, (x) if the reported closing price of the Class A common stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading-day period commencing at least 150 days after the initial business combination, or (y) the date on which the Issuer completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Issuer's stockholders having the right to exchange their shares of common stock for cash, securities or other property, or (2) the Private Warrants and the Class A Common Stock underlying such Private Warrants, until 30 days after the completion of the Issuer's initial business combination.

In addition, pursuant to the Letter Agreement, the Sponsor agreed that it will be liable to the Issuer if and to the extent any claims by a third party for services rendered or products sold to the Issuer, or by a prospective target business with which the Issuer has discussed entering into a transaction agreement, reduce the amount of funds in the Trust Account to below (i) $10.00 per public share or (ii) such lesser amount per public share held in the Trust Account as of the date of the liquidation of the Trust Account due to reductions in the value of the trust assets, in each case net of the amount of interest which may be withdrawn to pay taxes. This liability will not apply with respect to any claims by a third party who executed a waiver of any and all rights to seek access to the Trust Account and except as to any claims under the Issuer's indemnity of the underwriters of its initial public offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended ("Securities Act"). Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, then the Sponsor will not be responsible to the extent of any liability for such third-party claims.

The foregoing description of the Letter Agreements is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit 2 hereto.

Private Warrants

The Sponsor entered into a Subscription Agreement with the Issuer, dated as of on October 19, 2021, for the purchase of an aggregate of 2,533,333 Private Warrants at a price of $1.50 per Private Warrant ($3.8 million in the aggregate), to occur simultaneously with the closing of the Issuer's initial public offering. Each Private Warrant is exercisable for one share of Class A Common Stock at a price of $11.50 per share, subject to adjustment. If the Issuer does not complete a business combination within 24 months of the initial public offering, the Private Warrants will expire worthless. The Private Warrants are non-redeemable for cash (subject to certain exceptions) and exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees. As described above under "*Insider Letter Agreements*," the Private Warrants (and the Class A Common Stock issuable upon exercise of the Private Placement Warrants) are not transferable, assignable or salable until 30 days after the completion of the initial business combination (subject to certain exceptions).

The foregoing description of the Subscription Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit 3 hereto.

Registration Rights Agreement

Pursuant to a registration rights agreement ("Registration Rights Agreement") entered into concurrently with the Issuer's initial public offering, the Sponsor and its permitted transferees can demand that the Issuer register the resale of the Private Warrants and the shares of Class A Common stock issuable upon exercise of the Private Warrants and the conversion of the Class B Common Stock held, or to be held, by them. The Sponsor is entitled to make up to three demands, excluding short form registration demands, that the Issuer register such securities for sale under the Securities Act. In addition, the Sponsor has "piggy-back" registration rights to include its securities in other registration statements filed by the Issuer. The Issuer agreed bear the expenses incurred in connection with the filing of any such registration statements.

The foregoing description of the Registration Rights Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit 4 hereto.

Indemnification Agreement

In connection with its initial public offering, the Issuer entered into an indemnification agreement ("Indemnification Agreement") with each of its executive officers and directors (including Messrs. Travers, Burdiek, Vitelle, and Sarkissian), pursuant to which the Issuer agreed to indemnify and advance certain expenses such persons, to the fullest extent permitted by applicable law, if such persons are or are threatened to be made a party to certain proceedings by reason of their service to the Issuer.

The foregoing description of the Indemnification Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit 5 hereto.

Business Combination; Sponsor Agreement and Escrow Agreement

On March 8, 2021, the Issuer entered into an agreement and plan of merger (the "Merger Agreement") with Motion Merger Sub Corp., a wholly owned subsidiary of the Issuer ("Merger Sub"), and Ambulnz, Inc. (dba DocGo), a Delaware corporation ("DocGo"). If the Merger Agreement is adopted by our stockholders and the transactions under the Merger Agreement are consummated, Merger Sub will merge with and into DocGo (the "Merger"), with DocGo being the surviving entity of the Merger and becoming a wholly-owned subsidiary of the Issuer (the "Proposed Transaction"). DocGo is a leading provider of last-mile telehealth and integrated medical mobility services with operations in 26 states in the U.S. and in the United Kingdom.

On March 8, 2021, concurrently with the execution of the Merger Agreement, the Issuer, the Sponsor and DocGo entered into an agreement ("Sponsor Agreement") providing for the Sponsor's waiver of the anti-dilution and conversion price adjustments set forth in Issuer's Amended and Restated Certificate of Incorporation.

Pursuant to the Merger Agreement, at the closing of the Proposed Transaction, the Sponsor will enter into an escrow agreement ("Sponsor Escrow Agreement") and will deposit an aggregate of 575,000 shares of Class A Common Stock ("Sponsor Earnout Shares") into escrow, which shares will either be released to the Sponsor or forfeited if certain stock price conditions are met or not, as follows: (i) with respect to 287,500 Sponsor Earnout Shares, the closing price of the Class A Common Stock equals or exceeds $12.50 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the closing date of the Proposed Transaction and by the third anniversary of the closing date, and (ii) with respect to the remaining 287,500 Sponsor Earnout Shares, the closing price of the Class A Common Stock equals or exceeds $15.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period at any time after the closing date and by the fifth anniversary of the closing date of the Proposed Transaction.

The Merger Agreement provides that, concurrently with the closing of the Proposed Transactions, the Issuer will amend and restate its existing registration rights agreement (as amended and restated, the "A&R Registration Rights Agreement"), pursuant to which the Issuer will agree to register for resale under the Securities Act, after the lapse or expiration of any transfer restrictions, lock-up, or escrow provisions which may apply, the shares of the Issuer's common stock held by persons who are or will be affiliates of the Issuer after the completion of the Merger (including shares of the Issuer's common stock issuable upon conversion or exercise of warrants or other convertible securities of the Issuer).

Consummation of the Proposed Transaction is subject to customary conditions of the respective parties, including the approval of the Merger Agreement, the Proposed Transaction, and certain other actions related thereto by the Issuer's stockholders and DocGo's stockholders, the availability of at least $175,000,000 in cash from the Trust Account and from the proceeds of a private placement of securities of the Issuer, and DocGo having obtained certain regulatory approvals of the New York Department of Health with respect to the Proposed Transaction.

The foregoing descriptions of the Merger Agreement, Sponsor Agreement, Sponsor Escrow Agreement, and the A&R Registration Rights Agreement are qualified in their entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 6, 7, 8, and 9 hereto, respectively.

Other Transactions between the Issuer and Reporting Persons

Prior to the Issuer's initial public offering, on August 18, 2020, the Sponsor agreed to loan the Issuer up to an aggregate of $150,000 pursuant to an unsecured promissory note to cover expenses related to the initial public offering. This loan was non-convertible and payable without interest upon the completion of the initial public offering. The Issuer borrowed approximately $71,000 under the note and fully repaid the note upon the consummation of the initial public offering on October 19, 2020.

Item 7. Material to be Filed as Exhibits

Exhibit 1*	Joint Filing Agreement, dated as of August 25, 2021, by and between Motion Acquisition, LLC, James Travers, Michael Burdiek, Richard Vitelle, and Garo Sarkissian.
Exhibit 2	Form of Letter Agreement between Motion Acquisition Corp. and each of its initial stockholders, officers, and directors (incorporated by reference to Exhibit 10.1 to Motion Acquisition Corp.'s Registration Statement on Form S-1/A, File No. 333-249061, filed on October 5, 2020).
Exhibit 3	Subscription Agreement for Private Warrants, dated as of October 19, 2020, by and between Motion Acquisition Corp. and Motion Acquisition, LLC (incorporated by reference to Exhibit 10.5 to Motion Acquisition Corp.'s Registration Statement on Form S-1/A, File No. 333-249061, filed on October 5, 2020, File No. 001-39618).
Exhibit 4	Registration Rights Agreement, dated as of October 19, 2020, by and between Motion Acquisition Corp. and Motion Acquisition, LLC (incorporated by reference to Exhibit 10.2 to Motion Acquisition Corp.'s Current Report on Form 8-K filed on October 16, 2020, File No. 001-39618).
Exhibit 5	Form of Indemnification Agreement between Motion Acquisition Corp. and each of its officers and directors (incorporated by reference to Exhibit 10.4 to Motion Acquisition Corp.'s Current Report on Form 8-K filed on October 16, 2020, File No. 001-39618).
Exhibit 6	Merger Agreement, dated as of March 8, 2021, by and among Motion Acquisition Corp., Motion Merger Sub Corp., and Ambulnz, Inc. (incorporated by reference to Exhibit 2.1 to Motion Acquisition Corp.'s Current Report on Form 8-K filed on March 9, 2021, File No. 001-39618).
Exhibit 7	Sponsor Agreement, dated as of March 8, 2021, by and among Motion Acquisition Corp., Ambulnz, Inc., and Motion Acquisition, LLC (incorporated by reference to Exhibit 10.4 to Motion Acquisition Corp.'s Current Report on Form 8-K filed on March 9, 2021, File No. 001-39618).
Exhibit 8*	Form of Sponsor Escrow Agreement.
Exhibit 9*	Form of Amended and Restated Registration Rights Agreement.

* Filed herewith.

Signatures

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

MOTION ACQUISITION, LLC

Dated: August 25, 2021

By: /s/ Richard Vitelle
Name: Richard Vitelle
Title: Managing Member

Dated: August 25, 2021

/s/ James Travers
James Travers

Dated: August 25, 2021

/s/ Michael Burdiek
Michael Burdiek

Dated: August 25, 2021

/s/ Richard Vitelle
Richard Vitelle

Dated: August 25, 2021

/s/ Garo Sarkissian
Garo Sarkissian

Exhibit 1

JOINT FILING AGREEMENT

The undersigned hereby agree that this Schedule 13D (as may be amended from time to time, the "Schedule 13D") with respect to the Class A Common Stock of Motion Acquisition Corp. beneficially owned by the undersigned is, and any additional amendment thereto signed by each of the undersigned shall be, filed on behalf of each undersigned pursuant to and in accordance with the provisions of 13d-1(k) under the Securities Exchange Act of 1934, as amended, and that all subsequent amendments to the Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other, except to the extent that it knows or has reason to believe that such information is inaccurate.

MOTION ACQUISITION, LLC

Dated: August 25, 2021

By: /s/ Richard Vitelle
Name:
Title: Managing Member

Dated: August 25, 2021

/s/ James Travers
James Travers

Dated: August 25, 2021

/s/ Michael Burdiek
Michael Burdiek

Dated: August 25, 2021

/s/ Richard Vitelle
Richard Vitelle

Dated: August 25, 2021

/s/ Garo Sarkissian
Garo Sarkissian

Exhibit 8

STOCK ESCROW AGREEMENT

STOCK ESCROW AGREEMENT, dated as of [●], 2021 ("Agreement"), by and among Motion Acquisition Corp. (to be renamed DocGo Inc.), a Delaware corporation ("Parent"), Motion Acquisition LLC, a Delaware limited liability company ("Sponsor"), and Continental Stock Transfer & Trust Company, a New York limited purpose trust company ("Escrow Agent").

WHEREAS, prior to Parent's initial public offering, Sponsor purchased shares of Parent's Class B common stock, par value $0.001 per share ("Parent Class B Common Stock"), which shares of Parent Class B Common Stock will automatically convert into shares of Parent's Class A common stock, par value $0.001 per share ("Parent Common Stock") upon the closing of Parent's initial business combination;

WHEREAS, Parent entered into that certain Merger Agreement (the "Merger Agreement"), dated as of March 8, 2021, by and among Parent, Motion Merger Sub Corp., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), and Ambulnz, Inc., a Delaware corporation (the "Company") pursuant to which, on or about the date hereof, Merger Sub will merge (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Parent (the "Surviving Corporation");

WHEREAS, pursuant to Section 1.9 of the Merger Agreement, and as a material inducement to the Company to enter into the Merger Agreement, Sponsor is required to place an aggregate of 575,000 shares of Parent Class B Common Stock (which shares will become an aggregate of 575,000 shares of Parent Common Stock upon the closing of the Merger, the "Sponsor Earnout Shares") into escrow upon the terms and conditions hereof;

WHEREAS, Parent and Sponsor desire that the Escrow Agent accept the Sponsor Earnout Shares in escrow, to be held and disbursed as hereinafter provided.

IT IS AGREED:

1. Appointment of Escrow Agent. Parent and Sponsor hereby appoint the Escrow Agent to act in accordance with and subject to the terms of this Agreement and the Escrow Agent hereby accepts such appointment and agrees to act in accordance with and subject to such terms.

2. Deposit of Shares. Immediately prior to the effective time of the Merger, the Sponsor Earnout Shares shall be deposited in escrow, to be held and disbursed subject to the terms and conditions of this Agreement. Sponsor acknowledges that the shares deposited in escrow will be legended to reflect the deposit of such shares under this Agreement.

3. Disbursement of the Sponsor Earnout Shares.

3.1 Unless released pursuant to Section 3.2, the Sponsor Earnout Shares shall be held in escrow: (a) with respect to 287,500 of the Sponsor Earnout Shares (the "First Sponsor Earnout Shares"), from the date hereof until [●], 2024[1] (such period, the "First Earnout Period") and (b) with respect to the remaining 287,500 of the Sponsor Earnout Shares (the "Second Sponsor Earnout Shares"), from the date hereof until [●], 2026[2] (such period, the "Second Earnout Period" and together with the First Earnout Period, the "Escrow Period"). In the event that any First Sponsor Earnout Shares are still held in escrow at the end of the First Earnout Period, or any Second Sponsor Earnout Shares are still held in escrow at the end of the Second Earnout Period, those Sponsor Earnout Shares will automatically and without further action by Sponsor be forfeited and delivered by the Escrow Agent to Parent for cancellation by Parent.

3.2 The Escrow Agent shall release the Sponsor Earnout Shares from escrow as follows: (i)(x) the First Sponsor Earnout Shares shall be released from escrow if the closing price of the Parent Common Stock equals or exceeds $12.50 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period during the First Earnout Period and (y) the Second Sponsor Earnout Shares shall be released from escrow if the closing price of the Parent Common Stock equals or exceeds $15.00 per share (as adjusted for share splits, share dividends, reorganizations, and recapitalizations) on any twenty (20) trading days in a thirty (30)-trading-day period during the Second Earnout Period.

3.3 Upon the achievement of any of the conditions set forth in Section 3.2 above, Parent shall promptly provide notice to the Escrow Agent, in form reasonably acceptable to the Escrow Agent, and the Escrow Agent shall promptly disburse the applicable Sponsor Earnout Shares to the Sponsor.

3.4. The Escrow Agent shall have no further duties hereunder after the disbursement of the Sponsor Earnout Shares in accordance with this Section 3.

1 NTD: the third anniversary of the closing date
2 NTD: the fifth anniversary of the closing date

4. Rights of Sponsor in Sponsor Earnout Shares.

4.1 Voting Rights as a Stockholder. Sponsor shall retain all of its rights as a stockholder of Parent with respect to the Sponsor Earnout Shares as long as any such Sponsor Earnout Shares are held in escrow pursuant to this Agreement, including, without limitation, the right to vote such Sponsor Earnout Shares.

4.2 Dividends and Other Distributions in Respect of the Sponsor Earnout Shares. For as long as any Sponsor Earnout Shares are held in escrow pursuant to this Agreement, all dividends payable in cash with respect to the Sponsor Earnout Shares shall be paid to Sponsor, but all dividends payable in stock or other non-cash property ("Non-Cash Dividends") shall be delivered to the Escrow Agent to hold in accordance with the terms hereof. As used herein, the term "Sponsor Earnout Shares" shall be deemed to include the Non-Cash Dividends distributed thereon, if any.

4.3 Restrictions on Transfer. During the Escrow Period, the only permitted transfers of the Sponsor Earnout Shares will be to: (i) Parent or an Affiliate of Parent, (ii) Sponsor's members upon Sponsor's liquidation or (iii) an entity, if such entity's equity securities are 100% owned by Sponsor or its members; provided, however, that except with Parent's prior written consent, such permitted transfers may be implemented only upon the respective transferee's written agreement to be bound by the terms and conditions of this Agreement; provided that, for the avoidance of doubt and notwithstanding any such permitted transfer, such Sponsor Earnout Shares shall be held in escrow during the Escrow Period until released or forfeited in accordance with Section 3 hereof.

5. Concerning the Escrow Agent.

5.1 Good Faith Reliance. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent in good faith to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall have given its prior written consent thereto.

5.2 Indemnification. Subject to Section 5.7 below, the Escrow Agent shall be indemnified and held harmless by Parent from and against any expenses, including reasonable counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim which in any way, directly or indirectly, arises out of or relates to this Agreement, the services of the Escrow Agent hereunder, or the Sponsor Earnout Shares held by it hereunder, other than expenses or losses arising from the gross negligence, fraud or willful misconduct of the Escrow Agent. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall notify the other parties hereto in writing. In the event of the receipt of such notice, the Escrow Agent, in its sole discretion, may commence an action in the nature of interpleader in an appropriate court to determine ownership or disposition of the Sponsor Earnout Shares or it may deposit the Sponsor Earnout Shares with the clerk of any appropriate court or it may retain the Sponsor Earnout Shares pending receipt of a final, non-appealable order of a court having jurisdiction over all of the parties hereto directing to whom and under what circumstances the Sponsor Earnout Shares are to be disbursed and delivered. The provisions of this Section 5.2 shall survive in the event the Escrow Agent resigns or is discharged pursuant to Sections 5.5 or 5.6 below.

5.3 Compensation. The Escrow Agent shall be entitled to reasonable compensation from Parent for all services rendered by it hereunder. The Escrow Agent shall also be entitled to reimbursement from Parent for all reasonable and documented expenses paid or incurred by it in the administration of its duties hereunder including, but not limited to, all counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges.

5.4 Further Assurances. From time to time on and after the date hereof, Parent and Sponsor shall deliver or cause to be delivered to the Escrow Agent such further documents and instruments and shall do or cause to be done such further acts as the Escrow Agent shall reasonably request to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

5.5 Resignation. The Escrow Agent may resign at any time and be discharged from its duties as escrow agent hereunder by its giving the other parties hereto written notice and such resignation shall become effective as hereinafter provided. Such resignation shall become effective at such time that the Escrow Agent shall turn the Sponsor Earnout Shares over to a successor escrow agent appointed by Parent and approved by each of Sponsor and the Company, which approval will not be unreasonably withheld, conditioned or delayed. If no new escrow agent is so appointed within the 60-day period following the giving of such notice of resignation, the Escrow Agent may deposit the Sponsor Earnout Shares with any court it reasonably deems appropriate in the State of New York.

5.6 Discharge of Escrow Agent. The Escrow Agent shall resign and be discharged from its duties as escrow agent hereunder if so requested in writing at any time by all of the other parties hereto; provided, however, that such resignation shall become effective only upon the appointment of a successor escrow agent selected by Parent and approved by each of Sponsor and the Company, which approval will not be unreasonably withheld, conditioned or delayed.

5.7 Liability. Notwithstanding anything herein to the contrary, the Escrow Agent shall not be relieved from liability hereunder for its own gross negligence, fraud or willful misconduct.

6. Miscellaneous.

6.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto consent to the jurisdiction and venue of any state or federal court located in the City of New York, Borough of Manhattan, for purposes of resolving any disputes hereunder. As to any claim, cross-claim, or counterclaim in any way relating to this Agreement, each party waives the right to trial by jury.

6.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and, except as expressly provided herein, may only be changed, amended, or modified by a writing signed by each of the parties hereto.

6.3 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

6.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their legal representatives, successors and assigns.

6.5 Third Party Beneficiaries. Each of the parties to this Agreement acknowledges that the Company is an intended third party beneficiary of this Agreement.

6.6 Notices. Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery, by email or by facsimile transmission:

If to Parent, to:

DocGo, Inc.
35 West 35th Street, 6th Floor
New York, NY 10001
Attention: Stan Vashovsky
Email: stan@ambulnz.com

If to Sponsor, to:

Motion Acquisition Sponsor, LLC
c/o Graubard Miller
The Chrysler Building
405 Lexington Ave, 11th Floor
New York, NY 10174
Attention: Michael Burdiek
Email: mburdiek@motionacquisition.com

and if to the Escrow Agent, to:

Continental Stock Transfer & Trust Parent
1 State Street, 30th Floor
New York, New York 10004
Attn: Client Administration Dept.
Email: accountadmin@continentalstock.com

A copy of any notice sent hereunder shall be sent to:

Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attention: George Stamas
William Sorabella
Evan M. D'Amico
Email: gstamas@gibsondunn.com
wsorabella@gibsondunn.com
edamico@gibsondunn.com

and:

Graubard Miller
The Chrysler Building
405 Lexington Avenue
New York, New York 10174
Attn: David Alan Miller, Esq. / Jeffrey M. Gallant, Esq.
Email: dmiller@graubard.com / jgallant@graubard.com

The parties may change the persons and addresses to which the notices or other communications are to be sent by giving written notice to any such change in the manner provided herein for giving notice.

6.7 Counterparts. This Agreement may be executed in several counterparts, each one of which shall constitute an original and may be delivered by facsimile transmission and together shall constitute one instrument.

[Signature Page Follows]

WITNESS the execution of this Agreement as of the date first above written.

MOTION ACQUISITION CORP.

By: _____
Name:
Title:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: _____
Name:
Title:

MOTION ACQUISITION, LLC

By: _____
Name:
Title:

[Signature Page to Stock Escrow Agreement]

Exhibit 9

Execution Copy

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is entered into as of [●], 2021, by and among Motion Acquisition Corp., a Delaware corporation (the "**Company**") and the undersigned parties listed under Investors on the signature page hereto (each, an "**Investor**" and collectively, the "**Investors**").

WHEREAS, certain Investors and the Company are party to that certain Registration Rights Agreement, dated as of October 14, 2020 (the "**Original Registration Rights Agreement**")

WHEREAS, the Company entered into that certain Merger Agreement, dated as of March 8, 2021, by and among the Company, Motion Merger Sub Corp., a Delaware corporation and wholly-owned subsidiary of the Company, and Ambulnz, Inc., a Delaware corporation (the "**Merger Agreement**"); and

WHEREAS, the Investors and the Company desire to amend and restate the Original Registration Rights Agreement in its entirety and enter into this Agreement, pursuant to which the Company shall grant the Investors registration rights with respect to certain securities of the Company, as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. The following capitalized terms used herein have the following meanings:

"**Agreement**" means this Agreement, as amended, restated, supplemented, or otherwise modified from time to time.

"**Ambulnz Holder**" is defined in Section 6.2.3.

"**Ambulnz Permitted Transferee**" is defined in Section 6.2.3.

"**Block Trade**" is defined in Section 2.4.

"**Block Trade Notice**" is defined in Section 2.4.

"**Block Trade Offer Notice**" is defined in Section 2.4.

"**Business Day**" means any calendar day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required to close.

"**Closing**" has the meaning given in the Merger Agreement.

"**Commission**" means the Securities and Exchange Commission, or any other Federal agency then administering the Securities Act or the Exchange Act.

"**Common Stock**" means the common stock, par value $0.0001 per share, of the Company.

"**Company**" is defined in the preamble to this Agreement.

"**Demand Registration**" is defined in Section 2.1.1.

"**Demanding Holder**" is defined in Section 2.1.1.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Form S-3**" is defined in Section 2.3.

"**Indemnified Party**" is defined in Section 4.3.

"**Indemnifying Party**" is defined in Section 4.3.

"**Insider Letter Agreement**" means that Letter Agreement, by and among the Company, the Motion Holder and the officers and directors of the Company, dated as of October 14, 2020.

"**Investor**" is defined in the preamble to this Agreement.

"**Investor Indemnified Party**" is defined in Section 4.1.

"**Maximum Number of Shares**" is defined in Section 2.1.4.

"**Merger Agreement**" is defined in the Recitals.

"**Motion Holder**" is defined in Section 6.2.2.

"**Motion Permitted Transferee**" is defined in Section 6.2.2.

"**Notices**" is defined in Section 6.3.

"**Original Registration Rights Agreement**" is defined in the Recitals.

"**Piggy-Back Registration**" is defined in Section 2.2.1.

"**Pro Rata**" is defined in Section 2.1.4.

"**Register**," "**Registered**" and "**Registration**" mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"**Registrable Securities**" means (a) any outstanding shares of Common Stock or any other equity security (including the Warrants and shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company held by an Investor immediately following the Closing or distributable to an Investor pursuant to the Merger Agreement, (b) any outstanding shares of Common Stock or any other equity security (including the Warrants and shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company acquired by an Investor following the date hereof to the extent that such securities are "restricted securities" (as defined in Rule 144) or are otherwise held by an "affiliate" (as defined in Rule 144) of the Company, and (c) any other equity security of the Company or any of its subsidiaries issued or issuable with respect to any securities referenced in clause (a) or (b) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (b) such securities shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration under the Securities Act; (c) such securities shall have ceased to be outstanding, or (d) the Registrable Securities are freely saleable under Rule 144 under the Securities Act without volume limitations.

"**Registration Statement**" means a registration statement filed by the Company with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities (other than a registration statement on Form S-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

"**Rule 144**" is defined in Section 3.6.

"**Seller Lock-Up Agreement**" means that agreement by and among the Company, Ambunlz, Inc., and certain shareholders of Ambulnz, Inc. party thereto.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Underwriter**" means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer's market-making activities.

"**Warrants**" means the warrants of the Company with each whole warrant entitling the holder to purchase one share of Common Stock.

2. REGISTRATION RIGHTS.

2.1 Demand Registration.

2.1.1. Request for Registration. At any time and from time to time on or after the Closing, an Investor may make a written demand for registration under the Securities Act of all or part of the Investor's Registrable Securities (a "**Demand Registration**"). Any demand for a Demand Registration shall specify the number of shares of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. The Company will within five (5) Business Days of the Company's receipt of the Demand Registration notify all holders of Registrable Securities of the demand, and each holder of Registrable Securities who wishes to include all or a portion of such holder's Registrable Securities in the Demand Registration (each such holder including shares of Registrable Securities in such registration, a "**Demanding Holder**") shall so notify the Company within five (5) Business Days after the receipt by the holder of the notice from the Company. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Section 2.1.4 and the provisos set forth in Section 3.1.1. The Company shall not be obligated to effect more than an aggregate of five (5) Demand Registrations under this Section 2.1.1 in respect of all Registrable Securities.

2.1.2 Effective Registration. A registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective and the Company has complied with all of its obligations under this Agreement with respect thereto; provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders thereafter elect to continue the offering; provided, further, that the Company shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated.

2.1.3 Underwritten Offering. If a majority-in-interest of the Demanding Holders so elect and such holders so advise the Company as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an underwritten offering, including any bought deal or block sale to a financial institution conducted as an underwritten offering. In such event, the right of any holder to include its Registrable Securities in such registration shall be conditioned upon such holder's participation in such underwriting and the inclusion of such holder's Registrable Securities in the underwriting to the extent provided herein. All Demanding Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by a majority-in-interest of the holders initiating the Demand Registration.

2.1.4 Reduction of Offering. If the managing Underwriter or Underwriters for a Demand Registration that is to be an underwritten offering, in good faith, advises the Company and the Demanding Holders in writing that the dollar amount or number of shares of Registrable Securities which the Demanding Holders desire to sell, taken together with all other shares of Common Stock or other securities which the Company desires to sell and the shares of Common Stock, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights held by other stockholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of shares that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of shares, as applicable, the "**Maximum Number of Shares**"), then the Company shall include in such registration: (i) first, the Registrable Securities as to which Demand Registration has been requested by the Demanding Holders (pro rata in accordance with the number of shares that each such Person has requested be included in such registration, regardless of the number of shares held by each such Person (such proportion is referred to herein as "**Pro Rata**")) that can be sold without exceeding the Maximum Number of Shares; (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (iii) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i) and (ii), the Registrable Securities of holders exercising their rights to register their Registrable Securities pursuant to Section 2.2; and (iv) fourth, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i), (ii) and (iii), the shares of Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Shares.

2.1.5 Withdrawal. If a majority-in-interest of the Demanding Holders disapprove of the terms of any underwriting or are not entitled to include all of their Registrable Securities in any offering, such majority-in-interest of the Demanding Holders may elect to withdraw from such offering by giving written notice to the Company and the Underwriter or Underwriters of their request to withdraw prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Demand Registration. If the majority-in-interest of the Demanding Holders withdraws from a proposed offering relating to a Demand Registration, then such registration shall not count as a Demand Registration provided for in Section 2.1.

2.2 Piggy-Back Registration.

2.2.1 Piggy-Back Rights. If at any time on or after the Closing, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by the Company for its own account or for shareholders of the Company for their account (or by the Company and by shareholders of the Company including, without limitation, pursuant to Section 2.1), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing shareholders, (iii) for an offering of debt that is convertible into equity securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall (x) give written notice of such proposed filing to the holders of Registrable Securities as soon as practicable but in no event less than five (5) Business Days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such holders may request in writing within three (3) Business Days following receipt of such notice (a "**Piggy-Back Registration**"). The Company shall, in good faith, cause such Registrable Securities to be included in such registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

2.2.2 Reduction of Offering. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises the Company and the holders of Registrable Securities in writing that the dollar amount or number of shares of Common Stock which the Company desires to sell, taken together with shares of Common Stock, if any, as to which registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the holders of Registrable Securities hereunder, the Registrable Securities as to which registration has been requested under this Section 2.2, and the shares of Common Stock, if any, as to which registration has been requested pursuant to the written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Shares, then the Company shall include in any such registration:

a) If the registration is undertaken for the Company's account: (A) the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (B) to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the shares of Common Stock or other securities, if any, comprised of Registrable Securities, as to which registration has been requested pursuant to the applicable written contractual piggy-back registration rights of such security holders, Pro Rata, that can be sold without exceeding the Maximum Number of Shares; and (C) to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual piggy-back registration rights with such persons and that can be sold without exceeding the Maximum Number of Shares; and

b) If the registration is a "demand" registration undertaken at the demand of persons or entities other than either the holders of Registrable Securities, (A) first, the shares of Common Stock or other securities for the account of the demanding persons that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), collectively the Common Stock or other securities comprised of Registrable Securities, Pro Rata, as to which registration has been requested pursuant to the terms hereof, as applicable, that can be sold without exceeding the Maximum Number of Shares; and (D) fourth, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual arrangements with such persons, that can be sold without exceeding the Maximum Number of Shares.

2.2.3 Withdrawal. Any holder of Registrable Securities may elect to withdraw such holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement. The Company (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 3.3.

2.2.4 Unlimited Piggy-Back Registration Rights. For purposes of clarity, any registration effected pursuant to Section 2.2 hereof shall not be counted as a registration pursuant to a Demand Registration effected under Section 2.1 hereof.

23 Registrations on Form S-3. The holders of Registrable Securities may at any time and from time to time request in writing that the Company register the resale of any or all of such Registrable Securities on Form S-3 or any similar short-form registration which may be available at such time ("**Form S-3**"); provided, however, that the Company shall not be obligated to effect such request through an underwritten offering. Upon receipt of such written request, the Company will promptly give written notice of the proposed registration to all other holders of Registrable Securities, and each holder of Registrable Securities who thereafter wishes to include all or a portion of such holder's Registrable Securities in such registration shall so notify the Company, in writing, within five (5) Business Days after the receipt by the holder of the notice from the Company, and, as soon as practicable thereafter but not more than seven (7) Business Days after the Company's initial receipt of such written request for a registration, effect the registration of all or such portion of such holder's or holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities or other securities of the Company, if any, of any other holder or holders joining in such request; provided, however, that the Company shall not be obligated to effect any such registration pursuant to this Section 2.3: (i) if Form S-3 is not available for such offering; or (ii) if the holders of the Registrable Securities, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at any aggregate price to the public of less than $500,000. Registrations effected pursuant to this Section 2.3 shall not be counted as Demand Registrations effected pursuant to Section 2.1.

2.4 Block Trades. Notwithstanding anything contained in this Section 2, in the event of a sale of Registrable Securities in an underwritten offering requiring the involvement of the Company but not involving (i) any "road show" or (ii) a lock-up agreement of more than sixty (60) days to which the Company is a party, and which is commonly known as a "block trade" (a "**Block Trade**"), (1) the Demanding Holder, as applicable, shall (i) give at least five (5) Business Days prior notice in writing (the "**Block Trade Notice**") of such transaction to the Company and (ii) identify the potential underwriter(s) in such notice with contact information for such underwriter(s); and (2) the Company shall cooperate with such requesting Holder or Holders to the extent it is reasonably able to effect such Block Trade. The Company shall give written notice (the "**Block Trade Offer Notice**") of the proposed Block Trade to all Holders holding Registrable Shares as soon as practicable (but in no event more than two (2) Business Days following the Company's receipt of the Block Trade Notice), and such notice shall offer such Holders the opportunity to participate in such Block Trade by providing written notice of intent to so participate within two (2) Business Days following receipt of the Block Trade Offer Notice. Any Block Trade shall be for at least $10 million in expected gross proceeds. The Company shall not be required to effectuate more than two (2) Block Trades in any 90-day period. For the avoidance of doubt, a Block Trade shall not constitute a Demand Registration. The Holders of at least a majority of the Registrable Securities being sold in any Block Trade shall select the underwriter(s) to administer such Block Trade; provided that such underwriter(s) shall be reasonably acceptable to the Company.

3. REGISTRATION PROCEDURES.

3.1 Filings; Information. Whenever the Company is required to effect the registration of any Registrable Securities pursuant to Section 2, the Company shall use its best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof as expeditiously as practicable, and in connection with any such request:

3.1.1 Filing Registration Statement. The Company shall, as expeditiously as possible and in any event within forty-five (45) days after receipt of a request for a Demand Registration pursuant to Section 2.1, prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its best efforts to cause such Registration Statement to become effective and use its best efforts to keep it effective for the period required by Section 3.1.3; provided, however, that the Company shall have the right to defer any Demand Registration for up to thirty (30) consecutive days, and any Piggy-Back Registration for such period as may be applicable to deferment of any demand registration to which such Piggy-Back Registration relates, in each case if the Company shall furnish to the holders a certificate signed by the President or Chairman of the Company stating that, in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its shareholders for such Registration Statement to be effected at such time; provided further, however, that the Company shall not have the right to exercise the right set forth in the immediately preceding proviso more than once in any 365-day period in respect of a Demand Registration hereunder.

3.1.2 Copies. The Company shall, prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the holders of Registrable Securities included in such registration, and such holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus), and such other documents as the holders of Registrable Securities included in such registration or legal counsel for any such holders may request in order to facilitate the disposition of the Registrable Securities owned by such holders.

3.1.3 Amendments and Supplements. The Company shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act until all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement or such securities have been withdrawn.

3.1.4 Notification. After the filing of a Registration Statement, the Company shall promptly, and in no event more than two (2) business days after such filing, notify the holders of Registrable Securities included in such Registration Statement of such filing, and shall further notify such holders promptly and confirm such advice in writing in all events within two (2) business days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and the Company shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly make available to the holders of Registrable Securities included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or prospectus or any amendment or supplement thereto, including documents incorporated by reference, the Company shall furnish to the holders of Registrable Securities included in such Registration Statement and to the legal counsel for any such holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such holders and legal counsel with a reasonable opportunity to review such documents and comment thereon, and the Company shall not file any Registration Statement or prospectus or amendment or supplement thereto, including documents incorporated by reference, to which such holders or their legal counsel shall object.

3.1.5 State Securities Laws Compliance. The Company shall use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or subject itself to taxation in any such jurisdiction.

3.1.6 Agreements for Disposition. The Company shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. The representations, warranties and covenants of the Company in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the holders of Registrable Securities included in such registration statement. No holder of Registrable Securities included in such registration statement shall be required to make any representations or warranties in the underwriting agreement except, if applicable, with respect to such holder's organization, good standing, authority, title to Registrable Securities, lack of conflict of such sale with such holder's material agreements and organizational documents, and with respect to written information relating to such holder that such holder has furnished in writing expressly for inclusion in such Registration Statement.

3.1.7 Cooperation. The principal executive officer of the Company, the principal financial officer of the Company, the principal accounting officer of the Company and all other officers and members of the management of the Company shall cooperate fully in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

3.1.8 Records. The Company shall make available for inspection by the holders of Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of the Company, as shall be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any of them in connection with such Registration Statement.

3.1.9 Opinions and Comfort Letters. The Company shall furnish to each holder of Registrable Securities included in any Registration Statement a signed counterpart, addressed to such holder, of (i) any opinion of counsel to the Company delivered to any Underwriter and (ii) any comfort letter from the Company's independent public accountants delivered to any Underwriter. In the event no legal opinion is delivered to any Underwriter, the Company shall furnish to each holder of Registrable Securities included in such Registration Statement, at any time that such holder elects to use a prospectus, an opinion of counsel to the Company to the effect that the Registration Statement containing such prospectus has been declared effective and that no stop order is in effect.

3.1.10 Earnings Statement. The Company shall comply with all applicable rules and regulations of the Commission and the Securities Act, and make available to its shareholders, as soon as practicable, an earnings statement covering a period of twelve (12) months, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

3.1.11 Listing. The Company shall use its best efforts to cause all Registrable Securities included in any registration to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by the Company are then listed or designated or, if no such similar securities are then listed or designated, in a manner satisfactory to the holders of a majority of the Registrable Securities included in such registration.

3.1.12. Transfer Agent. The Company shall provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of the registration statement.

3.1.13. Misstatements. The Company shall notify the holders at any time when a prospectus relating to such registration statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or an omission to state a material fact required to be stated in a registration statement or prospectus, or necessary to make the statements therein in the light of the circumstances under which they were made not misleading (a "**Misstatement**"), and then to correct such Misstatement.

3.1.14 Road Show. If the registration involves the registration of Registrable Securities involving gross proceeds in excess of $15,000,000, the Company shall use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any underwritten offering.

3.2 Obligation to Suspend Distribution. Upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3.1.4(iv), or, in the case of a resale registration on Form S-3 pursuant to Section 2.3 hereof, upon any suspension by the Company, pursuant to a written insider trading compliance program adopted by the Company's Board of Directors, of the ability of all "insiders" covered by such program to transact in the Company's securities because of the existence of material non-public information, each of Registrable Securities included in any registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder receives the supplemented or amended prospectus contemplated by Section 3.1.4(iv) or the restriction on the ability of "insiders" to transact in the Company's securities is removed, as applicable, and, if so directed by the Company, each such holder will deliver to the Company all written copies, other than permanent file copies then in such holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice.

3.3 Registration Expenses. The Company shall bear all costs and expenses incurred in connection with any Demand Registration pursuant to Section 2.1, any Piggy-Back Registration pursuant to Section 2.2, and any registration on Form S-3 effected pursuant to Section 2.3, any Block Trade pursuant to Section 2.4, and all expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees and fees of any securities exchange on which the Common Stock is then listed; (ii) fees and expenses of compliance with securities or "blue sky" laws (including fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of the Registrable Securities); (iii) fees and expenses related to registration in any non-U.S. jurisdictions, as applicable; (iv) printing, messenger, telephone and delivery expenses; (v) the Company's internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (vi) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.11; (vii) Financial Industry Regulatory Authority fees; (viii) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company (including the expenses or costs associated with the delivery of any opinions or comfort letters requested pursuant to Section 3.1.9); (ix) the fees and expenses of any special experts retained by the Company in connection with such registration; and (x) the fees and expenses of one legal counsel selected by the holders of a majority-in-interest of the Registrable Securities included in such registration (including the expenses or costs associated with the delivery of any opinions). The Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne by such holders. Additionally, in an underwritten offering, all selling shareholders and the Company shall bear the expenses of the Underwriter pro rata in proportion to the respective amount of shares each is selling in such offering.

3.4 Information. The holders of Registrable Securities shall provide such information as may reasonably be requested by the Company, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 2 and in connection with the Company's obligation to comply with federal and applicable state securities laws.

3.5 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a registration statement or prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until it has received copies of a supplemented or amended prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until it is advised in writing by the Company that the use of the prospectus may be resumed. If the filing, initial effectiveness or continued use of a registration statement in respect of any registration at any time would require the Company to make an Adverse Disclosure (as defined below) or would require the inclusion in such registration statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the holders, delay the filing or initial effectiveness of, or suspend use of, such registration statement for the shortest period of time, but in no event for more than thirty (30) consecutive days and on more than two occasions during any 365-day period, determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the prospectus relating to any registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.5. "**Adverse Disclosure**" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal financial officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any registration statement or prospectus in order for the applicable registration statement or prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the registration statement were not being filed, and (iii) the Company has a bona fide business purpose for not making such information public.

3.6 Reporting Obligations. As long as any holder shall own Registrable Securities, the Company, at all times while it shall be reporting under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the holders with true and complete copies of all such filings. The Company further covenants that it shall take such further action as any holder may reasonably request, all to the extent required from time to time to enable such holder to sell Common Stock held by such holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 (or any successor provision) promulgated under the Securities Act ("**Rule 144**"), including providing any legal opinions. Upon the request of any holder, the Company shall deliver to such holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

4. INDEMNIFICATION AND CONTRIBUTION.

4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless each Investor and each other holder of Registrable Securities, and each of their respective officers, employees, affiliates, directors, partners, members, attorneys and agents, and each person, if any, who controls an Investor and each other holder of Registrable Securities (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, an "**Investor Indemnified Party**"), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration; and the Company shall promptly reimburse the Investor Indemnified Party for any legal and any other expenses reasonably incurred by such Investor Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or allegedly untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus, or summary prospectus, or any such amendment or supplement, in reliance upon and in conformity with information furnished to the Company, in writing, by such selling holder expressly for use therein. The Company also shall indemnify any Underwriter of the Registrable Securities, their officers, affiliates, directors, partners, members and agents and each person who controls such Underwriter on substantially the same basis as that of the indemnification provided above in this Section 4.1.

4.2 Indemnification by Holders of Registrable Securities. Each selling holder of Registrable Securities will, in the event that any registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling holder, indemnify and hold harmless the Company, each of its directors and officers and each Underwriter (if any), and each other selling holder and each other person, if any, who controls another selling holder or such Underwriter within the meaning of the Securities Act, against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or allegedly untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission or the alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by such selling holder expressly for use therein, and shall reimburse the Company, its directors and officers, and each other selling holder or controlling person for any legal or other expenses reasonably incurred by any of them in connection with investigation or defending any such loss, claim, damage, liability or action. Each selling holder's indemnification obligations hereunder shall be several and not joint and shall be limited to the amount of any net proceeds actually received by such selling holder.

4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Section 4.1 or 4.2, such person (the "**Indemnified Party**") shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, notify such other person (the "**Indemnifying Party**") in writing of the loss, claim, judgment, damage, liability or action; provided, however, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written advice of counsel of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

4.4 Contribution.

4.4.1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4.4.2 The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding Section 4.4.1.

4.4.3 The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no holder of Registrable Securities shall be required to contribute any amount in excess of the dollar amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such holder from the sale of Registrable Securities which gave rise to such contribution obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) with respect to any action shall be entitled to contribution in such action from any person who was not guilty of such fraudulent misrepresentation.

4.5 Survival. The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Party or any officer, director or controlling person of such Indemnified Party and shall survive the transfer of securities.

5. UNDERWRITING AND DISTRIBUTION.

5.1 Rule 144. The Company covenants that it shall file any reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the holders of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rules may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

6. MISCELLANEOUS.

6.1 Other Registration Rights. The Company represents and warrants that no person, other than the holders of the Registrable Securities, has any right to require the Company to register any shares of the Company's capital stock for sale or to include shares of the Company's capital stock in any registration filed by the Company for the sale of shares of capital stock for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

6.2 Assignment; No Third Party Beneficiaries.

6.2.1 *General.* This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties, to the permitted assigns of the Investors or holder of Registrable Securities or of any assignee of the Investors or holder of Registrable Securities. This Agreement is not intended to confer any rights or benefits on any persons that are not party hereto other than as expressly set forth in Article 4 and this Section 6.2.

6.2.2 *Motion Transfer Restrictions.* Prior to the expiration of the lockup restrictions provided in the Insider Letter Agreement with respect to those (i) Private Warrants (as defined in the Insider Letter Agreement) and (ii) shares of Class B common stock, par value $0.0001 per share, of the Company held by Motion Acquisition LLC (the "**Motion Holder**") that were converted to Common Stock pursuant to the terms of the Merger Agreement, Motion Holder may not assign or delegate any of its rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities in accordance with Section 6(a) or 6(c) of the Insider Letter Agreement (a "**Motion Permitted Transferee**"), provided that such Motion Permitted Transferee agrees in writing to become bound by the transfer restrictions set forth in this Agreement.

6.2.3 *Ambulnz Transfer Restrictions.* Prior to the expiration of the lockup restrictions provided in the Seller Lock-Up Agreement with respect to those shares of Common Stock issued pursuant to the terms of the Merger Agreement to those Investors signatories hereto, other than the Motion Holder, as of the date of this Agreement (the "**Ambulnz Holders**"), the Ambulnz Holders may not assign or delegate any of its rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities in accordance with Section 1(a) of the Seller Lock-Up Agreement (an "**Ambulnz Permitted Transferee**"), provided that such Ambulnz Permitted Transferee agrees in writing to become bound by the transfer restrictions set forth in this Agreement.

6.3 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, or transmitted by hand delivery or email , addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by email; provided, that if such service or transmission is not on a Business Say or is after normal business hours, then such notice shall be deemed given on the next Business Day. Notice otherwise sent as provided herein shall be deemed given on the next Business Day following timely delivery of such notice to a reputable air courier service with an order for next-day delivery.

To the Company:

Ambulnz, Inc.
35 West 35th Street, 6th Floor
New York, NY 10001
Attention: Stan Vashovsky
Email: stan@ambulnz.com

with a copy to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attention: George Stamas
William Sorabella
Evan M. D'Amico
Email: gstamas@gibsondunn.com
wsorabella@gibsondunn.com
edamico@gibsondunn.com

To an Investor, to the address or email set forth below such Investor's name on Exhibit A hereto.

6.4 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable.

6.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of a signed counterpart of this Agreement by facsimile or email/pdf transmission shall constitute valid and sufficient delivery thereof.

6.6 Entire Agreement. This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written.

6.7 Modifications and Amendments. No amendment, modification or termination of this Agreement shall be binding upon any party unless executed in writing by such party.

6.8 Titles and Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

6.9 Waivers and Extensions. Any party to this Agreement may waive any right, breach or default which such party has the right to waive, provided that such waiver will not be effective against the waiving party unless it is in writing, is signed by such party, and specifically refers to this Agreement. Waivers may be made in advance or after the right waived has arisen or the breach or default waived has occurred. Any waiver may be conditional. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained. No waiver or extension of time for performance of any obligations or acts shall be deemed a waiver or extension of the time for performance of any other obligations or acts.

6.10 Remedies Cumulative. In the event that the Company fails to observe or perform any covenant or agreement to be observed or performed under this Agreement, the Investor or any other holder of Registrable Securities may proceed to protect and enforce its rights by suit in equity or action at law, whether for specific performance of any term contained in this Agreement or for an injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement or to enforce any other legal or equitable right, or to take any one or more of such actions, without being required to post a bond. None of the rights, powers or remedies conferred under this Agreement shall be mutually exclusive, and each such right, power or remedy shall be cumulative and in addition to any other right, power or remedy, whether conferred by this Agreement or now or hereafter available at law, in equity, by statute or otherwise.

6.11 Governing Law. This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed within the State of New York, without giving effect to any choice-of-law provisions thereof that would compel the application of the substantive laws of any other jurisdiction. The Company irrevocably submits to the nonexclusive jurisdiction of any New York State or United States Federal court sitting in The City of New York, Borough of Manhattan, over any suit, action or proceeding arising out of or relating to this Agreement. The Company irrevocably waives, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

6.12 Waiver of Trial by Jury. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACTIONS OF THE INVESTOR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

COMPANY:

MOTION ACQUISITION CORP.

By: _____
Name:
Title: Chief Executive Officer

INVESTORS:

MOTION ACQUISITION LLC

By: _____
Name:
Title:

[AMBULNZ INVESTOR]

By: _____
Name:
Title:

[AMBULNZ INVESTOR]

By: _____
Name:
Title:

[AMBULNZ INVESTOR]

By: _____
Name:
Title:

[AMBULNZ INVESTOR]

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

EXHIBIT A

Investor Name	Address
Motion Acquisition LLC	c/o Motion Acquisition Corp. c/o Graubard Miller 405 Lexington Avenue New York, New York 10174 Email: [●]
[Ambulnz Investor]	
[Ambulnz Investor]	
[Ambulnz Investor]	